

Action brought on 23 April 2015 — ZZ v OHIM**(Case F-64/15)**

(2015/C 221/39)

*Language of the case: German***Parties***Applicant:* ZZ (represented by: H. Tettenborn, lawyer)*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)**Subject-matter and description of the proceedings**

Annulment of the defendant's decision of 4 June 2014 to terminate the applicant's employment contract under one of the terms of that contract.

Form of order sought

The applicant claims that the Court should:

- annul OHIM's assessment, notified to the applicant by letter of OHIM of 4 June 2014, according to which the contract of the applicant, as a temporary agent at OHIM, had a notice period of six months beginning on 4 June 2014;
- order OHIM, in addition, to pay the applicant damages of an appropriate amount to be determined by the Court for non-material loss that the applicant suffered because of OHIM's abovementioned decision;
- order OHIM to reinstate the applicant to her position by fully reconstituting the career path that she would otherwise have had if her contract had been continuously renewed and to compensate her the material loss that she suffered, in particular through the payment of all out-standing emoluments and all other material loss that OHIM's unlawful conduct caused to the applicant (excluding the unemployment benefit that the applicant received);
- order OHIM, in the alternative, to pay the applicant damages, in the event that on legal or factual grounds the applicant is not reinstated in her position and/or does not continue to work under the previous terms and conditions, for the material loss attributable to the unlawful termination of her contract in the amount corresponding to the difference between the salary that she actually can expect and the salary that she would have received had the contract been renewed, having regard to pension entitlements and other claims;
- order OHIM to pay the costs.

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Subject-matter and description of the proceedings

Action for annulment of the defendant's decision of 4 June 2014 to terminate the applicant's contract of employment pursuant to a clause in that contract of employment.

Form of order sought

The applicant claims that the Tribunal should:

- set aside the determination of OHIM, which was communicated by letter from OHIM dated 4 June 2014, to terminate the applicant's contract as a temporary member of staff at OHIM with a notice period of six months, which began upon expiry of the validity of the reserve list of competition EPSO OHIM/AST/02/13;
 - order OHIM to pay to the applicant damages of an appropriate amount at the discretion of the Tribunal for the non-material damage arising from the decision of OHIM referred to in paragraph 1 above;
 - in the event that the date of the judgment or the definitive conclusion of the present proceedings is after the termination of the applicant's contract of employment by OHIM: order OHIM to reinstate the applicant with full restoration of her career advancements which she would have achieved upon continuous further employment and order OHIM to compensate the applicant fully for the material damage suffered by her, in particular by paying all outstanding salary and all other material damage incurred by the applicant as a result of OHIM's unlawful conduct (after deduction of unemployment benefit received);
 - in the alternative, in the event that, in the present situation, for legal or practical reasons the applicant is not reinstated or re-employed under the same conditions as hitherto, order OHIM to pay the applicant compensation for the material damage caused to the applicant by the unlawful termination of her employment, corresponding to the difference between her actual lifetime earnings and the lifetime earnings the applicant would have achieved if the contract had remained in force, taking into account pension benefits and other entitlements;
 - order OHIM to pay the costs.
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